(SRI H. SIDDAVEERAPPA)

1974, to increase the water supply and the scheme would be completed in all respects by the end of June 1974. With the present yield, 5 g.p.c.d. will be made available to each person daily in the town, which is having a population of 5042 only.

ಶ್ರೀ ಬಿ.ಜಿ. ಬಣಕಾರ್.—ಸ್ವಾಮಿ ನೀರು ಸರಬರಾಜು ಯೋಜನೆಯನ್ನು ೧೦-೪-೧೯೭೨ರಲ್ಲಿ ಪ್ರಾರಂಭ ಮಾಡಿದರೂ ಕೂಡ ಆ ಗ್ರಾಮದಲ್ಲಿ ೭-೮ ನಲ್ಲಿಗಳನ್ನು ಮಾತ್ರ ಹಾಕಿಸ್ಯಾರೆ. ಆ ನಲ್ಲಿಗಳಲ್ಲಿ ಒಂದು ತಾಸು ನೀರು ಬರುತ್ತದೆ. ಸಾಕಷ್ಟು ನೀರು ಇಲ್ಲ. ಮೇ ತಿಂಗಳಲ್ಲಿಕೊನೆಯಲ್ಲಿ ಆ ಯೋಜನೆಯನ್ನು ಕಂಪ್ಲೀಟ್ ಮಾಡುತ್ತೇವೆ. ಎಂದು ಹೇಳಿದ್ದೀರಿ. ಅದ್ದರಿಂದ ತಕ್ಷಣ ಅಲ್ಲಿಗೆ ಎರಡು ರಿಗ ಮಿಷನ್‌ಗಳನ್ನು ಕಳುಹಿಸಿಕೊಡುವುದಕ್ಕೆ ಏರ್ಪಾಡು ಮಾಡುತ್ತೀರಾ?

ಶ್ರೀ ಎಚ್. ಸಿದ್ದವೀರಪ್ಪ ;—ಅಲ್ಲಿಯೇ ಈಗ ಒಂದು ರಿಗ್ ಮೆಷನ್ ಕೆಲಸ ಮಾಡುತ್ತಿದೆ. ಆದ್ದರಿಂದ ಒಂದು ರಿಗ್ ಮೆಷಿನ್ ಅಲ್ಲಿಗೆ ಕಳುಹಿಸಿಕೊಡುತ್ತೇವೆ.

(iv) re : Proposed grant of advertisement Contract by the KSRTC and loss of Revenue.

SRI H.D. DEVEGOWDA (Holenarsipur) ;—Sir I beg to call the attention of the Minister for Transport and Housing to the loss of revenue as a result of the proposed grant of advertisement contract to M/s Classic Advertising Company by the Karnataka State Road Transport Corporation.

SRI K H. RANGANATH (Minister for Transport and Housing) ;—

I beg to State as follows.

A scheme for display of advertisements on the buses, bus shelters and bus stations of the KSRTC was introduced with effect from 12-1-67. For a period of 5 years from 1-1-1968 to 31-12-1972 a Sole Agent was appointed for this purpose after inviting tenders. The sole agency was given to M/s Ennar Syndicate.

2. On the expiry of the contract it was decided that the display of advertisements may be done departmentally, for a period of one year from 1-1-1973. During this period when the work was done departmentally, the earnings were as follows:—

Period	Value of contracts executed	Amount realised
1-1-1973 to 31-1-1974	Rs. 2,04,044=18	Rs. 1,21, 393=18

3. While reviewing the progress made in procuring the advertisements, the corporation Board at its various meetings held the view that operation of Passenger Road Transport Services being the primary objective of the Organisation, such incidental work of securing advertisement business, etc., should not be undertaken by the Corporation as the Corporation has neither the machinery nor

the expertise required. Of the annual gross revenue of the Corporation which is about Rs. 34 crores, the revenue from Advertisement does not exceed about Rs. 5 lakhs even if is is entrusted to an outside agency. Considering the proportion of advertisement revenue to the total revenue, it was considered that the Corporation should not fritter away its efforts and resources by doing it departmentally. Further, a number of other leading State Road Transport undertakings like the Andhra Pradesh State Road Transport Corporatton, B.E-S.T., Tamil Nadu and Pallava Transport Corporation etc. Secure their advertisements through Sole Agencies selected on the basis of tenders. As it was felt that it could be possible to get better revenue if the display of advertisements is entrusted to a sole Agent, it was decided that this matter may be examined after calling for tenders The Corporation Board approved of the tender conditions at i. meeting held on 20-10-1973.

4. Sealed tenders were invited to reach the office of the Chif Traffic Manager on 11-2-1974. 5 Tenders were received by hand delivery and they were opened at 4-0 p.m. as scheduled in the presence of the representatives of the firms. However, one tender i.e. by M/s. Mysore Commecial Corporation, Bangalore, was received by Registered post A.D, on 14-2-1974. From the seal of the Postal Department on the envelope of this firm's tender, it was seen that it had been posted on 8-2-1974 and the Banker's Guarantee was dated 7-2-1974.

5. The important terms and conditions of the tender are as follows:—

(a) The tader must be submitted in a sealed envelope and sen by Registered Post with Acknowledgement due so as to reach the office by 11-2-1974;

(b) A receipt issued by the Chief Accounts Officer, KSRTC, for having received the Earnest Money Deposit of Rs. 10,000/- in cash or by a Demand Draft should be encloused.

(c) Income Tax Clearance Certificate should be enclosed:

(d) Security Deposit in the form of Banker's Gurantee or fixed deposit cash or in the from of National Savings Certificates for sum equal to 33-1/3% (4 months) of the minimum guaranteed business for the year should be enclosed. The Banker's Gurantee should be valied for a period of 18 months:

(e) The Corporation reserves the right to accept or reject any or all offers without assigning any reasons therefor:

(f) A tender not in compliance with the aforesaid conditio is is liable to be rejected.

6. Details regarding the various offers received are given below :—

(I) M/s CANARA ADVERTISING, BANGALORE :

The firm had not furnished the Income Tax Clearance Certificate nor the Security Deposit with the tender. In its letter, the firm had stated that as the firm is newly opened, the question of giving Income Tax Clearance Certificate did not arise.

With regard to Banker's guaranteethe firm had produced a letter from M/s. Vijaya Bank Ltd., Bangalore to the effect that ths Bank will furnish the required guarnatee in the event of their emerging as successful tenderer subject to a limit of Rs. 1,20,000/- only.

The firm guaranteed a firm return of Rs. 42,00 000/- and a net revenue of Rs. 29,50,000/- for a period of five years. The firm is a new one, without any experience, in the field.

(II) M/S. CLASSIC ADVERTISING, BANGALORE :

The firm had.furnished the necessary Income Tax Clearance Certificate as also the Banker's Guarantee regarding the minimum guaranteed business for the first year. This firm has been in the field of advertisement business in various parts of the Country. The firm guranteed a gross revenue of Rs. 35,91,000/- and net revenue of Rs. 25,13,700/- for a period of five years.

The firm also offered to furnish fresh Banker's guarantee every year for the prescribed sum on the basis of the *minimum guaranteed business for the year.* This is a voluntary offer by the firm.

(III) M/S MYSORE COMMERCIAL CORPORATION, BANGALORE

Tender documents of this firm, which were despatched by Registered Post, Acknowledgment Due were received by KSRTC Office on 14-2-74. The Postal seal on the Postal Stamps on the envelope is not very clear. However, the cover bears the Registration No. 1957 dated 8-2-74. When the tenders were opened on 11-2-1974, the representative of M/s Mysore Commercial Corporation stated that he had already sent the tender by Registered Post, Acknowledgment Due as required under the terms and conditions of the tender. However, he read out the figures quoted by him in his tender, from his office copy. This firm guaranteed a gross revenue of Rs. 45,18,027/- and a net revenue of Rs. 25,01,421/

for a Period of five years. It may be incidentally stated that Shri P. V. Chetty, Proprietor of M/s. Mysore Commercial Corporation, was one of the partners of M/s. Ennar Syndicate Bangalore who were the Sole Advertising Agents of the KSRTC for the 5 years 1968-1972. This firm has yet to settle a number of issues and disputes pertaining to payment of Municipal Corporation Tax, payment of arrears to KSRTC, etc. Further, it has been reported that during the contract period M/s Ennar Syndicate had charged their clients much more than the prescribed rates. The matter has been investigated by the Security Department of the KSRTC and further enquiries are under progress.

The firm has furnished the Security Deposit as also the Income Tax Clearance Certificate. However the Security Deposit, which is in the form of Banker's Guaranteee, has been furnished *on the basis of the minimum guaranteed net revenue and not on the basis of the minimum guaranteed business for the year* This firm also had experience in the field of advertisement.

There were three more tenders as detailed below:

	Name	Gross	Net
		Rs.	Rs.
1.	M/s. Selbest, Bangalore.	31,97,000	24,9?,160
2.	M/s. Associated Advertisers & Printers, Bombay.	28,08,300	18,72,200
3.	M/s. The Links, Bangalore.	23,11,001	13,86,519

The above offers are for a period of five years.

8. The Advertisement and the Public Relations Committee of the Corporation considered the tenders in detail on 12-3-1974 and resolved as follows:

"The matter was discussed in detail after perusing the note on the subject. The highest offer of M/s. Canara Advertising, Bangalore, is rejected as the firm has not furnished either the Security Deposit or the Income Tax Clearance Certificate as required under the terms and conditions of the tender. The offers of the next two firms *I. E.* M/s. Classic Advertising, Bangalore, and M/s. Mysore Commercial Corporation, Bangalore were considered as they had furnished the necessary Security Deposit as also the Income Tax Clearance Certificate. Other tenderers had not complied with one or the other of the terms of the tender. Taking into consideration the minimum annual net payment guaranteed, the percentage commission claimed by the tenderer and their experience in the field, it was resolved to recommend the offer of M/s. Classic Advertising, Bangalore, for acceptance as their offer is most advantageous to the Corporation.

Members desired that the defaults allegel against the previous advertising agent M/s. Ennar Syndicate should be scrutinised very early and further appropriate action taken to recover the loss to the corporation, if any."

When the matter came up for consideration before the Corporation Board on 13-3-74, it was resolved as follows:

"There was considerable discussion on the subject after considering the recommendations of the Advertisements and Public Relations Committee for the award of Sole Agency to M/s. Classic Advertising, Bangalore.

It was brought the notice of the Corporation regarding letter dated 11th March 1974 received on 12-3-74 purported to have been signed by some MLAs. stating that M/s. Classic Advertising, are involved in cheating cases as enumerated in the letter and requesting for enquiry in the matter in the interest of KSRTC. After discussing the matter at length and in view of the serious allegations made against M/s. Classic Advertising, Bangalore, as indicated in the letter it was resolved that confidential and discreet enquiries as regards the allegations should be made by the Chief Security Officer of the Corporation and his report put up to the Corporation at its next meeting"

9. In pursuance of the above Resolution the Chief Security Officer made discreet enquiries into the matter and contacted a number of concerned persons. He made enquiries particularly in respect of the 3 allegations made in the MLAs, letter against M/s. Classic Advertising viz., (a) that he cheated the Vijaya Bank; (b) that he cheated the Health and Family Planning Department (c) that he cheated the Post Master General, Post &Telegraph Department, Mysore Circle.

So far as the allegation of the Vijaya Bank made against M/s. Classic Advertising is concerned, it is learnt that Bank had already lodged a Police complaint against M/s. Classic Advertising for cheating. Since the matter is sub-judice it is considered desirable not to discuss this further.

So far as the complaint of cheating the Family Planning Department is conerned, it is learnt that the firm M/s. Classic Advertising had not taken any business from the Department. M/s. Canara Sales Agencies appear to have had advertising business with the Department of Family Planning and that this firm had displayed the advertisements on the Kiosks and received payments after producing certificates of display on telephone and telegraphs issued from the Post & Telegraph Department.

The enquiries further revealed that there was no truth in the allegation made against this firm of having cheated Post & Telegraph Department. This firm and the Posts & Telegraphs Department have gone to the Civil Courts on certain matters of dispute.

The Joint Director of Small Savings who had given advertising business to M/s. Classic Advertising in respect of Small Savings Scheme expressed his satisfaction at the way in which the firm acquitted itself. The opinion of the District Manager, Bangalore Telephones about this firm was also similar. There are some civil disputes between the firm and the Telephones Department in the matter of Bank Guarantee.

The enquireis revealed that M/s. Classic Advertising are having subsisting contracts at various places in the country, and that they are held in high esteem even outside Karnataka State; They are having contracts with the following :—

B. E. S. T. Bombay,
Coimbatore Telephone Directory,
Calcutta State Transport Corporation,
Cheran (Coimbatore) Transport Corporation, Tamil Nadu,
Cholan (Kumbakonam)Transport Corporation, ,,
Pandian (Madurai) Transport Corporation, ,,
Pallavan (Madras and Suburban) Transport Corporation, Tamil Nadu.
Ahmedabad Telephone Directory,
Poona Telephone Directory,
Orissa Telephone Directory,
Nagpur Telephone Directory,
Calcutta Telephone Directory,
Gujarat Circle Telephone Directory,
Madhya Pradesh Telephone Directory,
All India Telex Directory,
Kiosks on Electricity Poles, Corporation of Madras,
Gujarat Circle Telephones,
Kerala Telephones,
Goa Telephones, and Kiosks on Bombay Telephone Poles.

Subsequently, 3 M. L.As. out of the 5 who had made the above allegations withdrew their allegations stating that what was stated in their petition was based on wrong information given to them and that they would withdraw the allegations made.

10. This matter was further considered by the Corporation Board on 27th March 1974. When this was considered, it was brought to the notice of the Corporation that M/s. Canara Advertising, had sent the Banker's Guarantee and also the Income Tax Clearance Certificate, on 25-3-74 and requested the allotment

of the contract. The Bank Guarantee was for a sum of Rs. 1,17,000 being the amount equivalent to 33-1/3% of the *minimum guaranteed net revenue for the first year*. The Bank Guarantee should have been for Rs 1,66,667/- being 33-1/3% of the *minimum guaranteed business* (Rs 5,00,000/-). Considering this development, the Corporation resolved to obtain the opinion of the Advocate General on various points. Accordingly the Advocate General was approached for his opinion and the opinion is reproduced herein:—

Question	Answer
(a) Who is a valid tenderer;	(a) A valid tenderer is one who has submitted his tender conforming to the conditions stipulated either absolutely or substantially;
(b) Whether negotiations can be held with the valid tenderers on the basis of highest offer which may have been rejected for not complying with conditions of the tender;	(b) A tender which does not satisfy the conditions stipulated is not a valid tender and therefore is not available for consideration by the Corporation. An attempt to negotiate with a person who has submitted an invalid tender would open the Corporation to the attack that it is guilty of exercising arbitrary power or abusing power *malafide* in order to confer undue favour on an individual.
(c) Whether negotiations as contemplated would be valid;	(c) No. Negotiations with a tenderer whose tender is not valid would be impermissible.
(d) Prior to the negotiations, if a tenderer whose tender has been rejected for not satisfying the conditions of tender, fulfils them, does he become a valid tenderer and whether negotiations could also be held with him;	(d) No. When a tender submitted does not conform to conditions of tender, it is not a valid tender and it is not open to Corporation to enter into negotiations with such a tenderer.

11. The subject was considered with the opinion of the Advocate General of the State, by the Corporation Board on 15th April 1974 and it was resolved to award the sole Agency for display

of advertisements on the buses and premises of the KSRTC to M/s. Classic Advertising, Bangalore, for a period of five years. Accordingly, M/s. Classic Advertising, Bangalore, have been advised of their appointment as a sole Agent by the Corporation in their letter dated 24-4-1974.

12. From the facts given above it is abundantly clear that the dicision of the Karnataka State Road Transport Corporation to revoke their decision to have the advertisement business departmentally was not due to any pressures being brought to bear on them by any private firm. Purely from the commercial point of view the Corporation took this decision so that they may not fritter away their own energies which are meant for running the buses regularly, efficiently and for the benefit of the people, in matters in which they had no expertise. It may be seen that as against the earnings of about Rs. 2,00,000/-per annum, when it was done departmentally the net revenue would be on an average of Rs 5 lakhs per annum if the work is entrusted to an agent.

The reasons for accepting the tender of M/s. Classic Advertising have been indicated already. It is incorrect to say that the proprietor of M/s. Classic Advertising was involved in a number of cheating cases. There is a complaint of cheating by M/s. Vijaya Bank against this firm. On a mere complaint the firm cannot be disqualified. Even the Advocate General has opined that "a pending prosecution by itself does not legally stand in the way of the corporation accepting the tender." As such the loss of Rs. 4,50,000/- which is supposed to result on account of accepting the tender of M/s. Classic Advertising cannot be considered as a real loss, as the tender of M/s Canara Advertising was in itself an invalid tender and could not be considered. It is better to prefer an Advertising Agency which has got experience in the field and large clientele to a new entrepreneur. A firm which has absolutely no experience whatsoever cannot be expected to continue, incurring losses in the business for five years. It may give up the contract any moment, after obtaining the contract, in which case, the Corporation will have a hold only on the amount given as Bank Guarantee. Further, the offer of the other firm, M/s. Classic Advertising is advantageous to the KSRTC. The firm with its vast experience in the field, having a good business reputation all over the country and a number of subsisting contracts with Road Transport Corporations and Posts & Telegraphs Etc. would be in a better position to bring in more revenue to the coffers of the KSRTC than what is actually guaranteed by them.

SRI H. D. DEVEGOWDA.—One of the conditions of the tender was that the tenders should be submitted in sealed cover by rbgistered post and acknowledgement due, But in your state ent you have stated that the tenders were received by hand delivery. What were

(SRI H. D. DEVEGOWDA)

the compelling reasons for the Road Transport Corporation authorities to accept the tenders by hand delivery as against the stipulated conditions ? This gives scope for some fishy dealing. This condition applies not only to KSRTC but to all other departments or firms.

1-00 P.M.

SRI K.M. RANGANATH.—The opinion of the advocate General is that : "A valid tenders is one who has submitted his tender comfor ming to the conditions stipulated either obsolutely or substantially."

ಶ್ರೀ ಎಚ್.ಡಿ. ದೇವೇಗೌಡ.—ಸೀಲಾದ ಕವರಿನಲ್ಲಿಟ್ಟು ರಿಜಿಸ್ಟರ್ಡ್ ಪೋಸ್ಟಾ ಮೂಲಕ ಟೆಂಡರುಗಳನ್ನು ಕಳುಹಿಸಬೇಕೆಂದು ಎಲ್ಲ ಕಂಟ್ರಾಕ್ಟುಗಳಲ್ಲೂ ಇರತಕ್ಕೆ ಒಂದು ಸಮಾನ್ಯ ನಿಯಮ. ಅದನ್ನೇ ಇಲ್ಲಿಯೂ ಅನುಸರಿಸಲಾಗಿದೆ. ಆದರೆ ಆ ತರತ್ತಿಗೆ ವಿರುದ್ಧವಾಗಿ ಏದು ಟೆಂಡರುಗಳನ್ನೂ ಹ್ಯಾಂಡ್ ಡೆಲವರಿಯಲ್ಲಿ ಪಡೆದಿರುವುದರಿಂದ ಇಲ್ಲಿ ಏನೋ ಕುಂಭಕೋಣ ನಡೆದಿದೆ ಎಂದು ಅನುಮಾನ ಬರುವುದಕ್ಕೆ ಅವಕಾಶವಿದೆಯಲ್ಲವೇ ? ಈ ಸಂಶಯ ನಿವಾರಣೆ ತಾವು ಯಾವ ರೀತಿ ಮಾಡುತ್ತೀರಿ ?

ಶ್ರೀ ಕೆ.ಎಚ್. ರಂಗನಾಥ.—ಅಧ್ಯಕ್ಷರೇ, ೧೪-೨-೧೯೭೭ರಲ್ಲಿ ಎಲ್ಲರ ಎದುರಿಗೇ ಟೆಂಡರನ್ನು ತೆಗೆದಿದ್ದಾರೆ. ಆಗ ಯಾರೂ ವಿರೋಧ ಪಕ್ಷದ ದಾಯಕರು ಹೇಳುವ ಪಾಯಿಂಟ್ ರೈಸ್ ಮಾಡಿಲ್ಲ.

ಶ್ರೀ ಎಚ್.ಡಿ. ದೇವೇಗೌಡ —ತರರ್ತುಗಳು ಏನಿವೆ ಅವನ್ನು ಪಾಲಿಸದೇ ಇದ್ದರೆ ಅದು ಲೀಗಲ್ ಆಗುವುದಿಲ್ಲ. ಹಾಗಿರುವಾಗ ಅದನ್ನು ತಿರಸ್ಕಾರ ಮಾಡಿಹೊದ ನೋಟಿಫಿಕೇಷನ್ ಹೊರಡಿಸಿಲ್ಲ. ಈಗ ಬಂದಿರುವುದು ನೋಟಿಫಿಕೇಷನ್ನಿಗೆ ತದ್ವಿರುದ್ಧವಾಗಿದೆ.

ಶ್ರೀ ಕೆ.ಎಚ್. ರಂಗನಾಥ.—ಎಲ್ಲರ ಎದುರಿಗೇ ಟೆಂಡರ್‌ಗಳನ್ನು ತೆಗೆದಿದ್ದಾರೆ. ಆದುದರಿಂದ ವಿರೋಧ ಪಕ್ಷದ ನಾಯಕರು ಮ್ಯಾನಿಪ್ಯುಲೇಟ್ ಮಾಡುವುದಕ್ಕೆ ಅವಕಾಶವಿದೆ ಎಂದು ಹೇಳುವುದು ಸರಿಯಾಗಿ ಕಾಣುವುದಿಲ್ಲ. ಎಲ್ಲರ ಎದುರಿಗೇ ತೆಗೆದಾಗ ಯಾರೂ ಕೂಡ ಆ ಆಕ್ಷೇಪಣೆಯನ್ನು ಎತ್ತಲಿಲ್ಲ. ಆದ್ದರಿಂದ ಇದರಲ್ಲಿ ಇಲ್ಲೀಗ್ಯಾಲಿಟಿಯೇನೂ ಇಲ್ಲ. ಹ್ಯಾಂಡ್ ಡೆಲಿವರಿ ಕೊಟ್ಟರು ಎಂದಾಕ್ಷಣ ಇಲ್ಲೀಗಲ್ ಆಗುವುದಿಲ್ಲ.

ಶ್ರೀ ಎಚ್.ಡಿ. ದೇವೇಗೌಡ —ಒಂದು ವರ್ಷ ತಾವು ಈ ಇಲಾಖೆ ವಹಿಸಿದ್ದೀರಿ. ಪ್ರೈವೇಟ್ ಏಜೆನ್ಸೀಗೆ ಕೊಡಬೇಕೆಂದು ನಿರ್ಣಯ ಮಾಡಿದ್ದೀರಿ, ಅದೇನೋ ಸರಿ. ಒಂದು ಟೆಂಡರಿಗೂ ಮತ್ತೊಂದು ಟೆಂಡರಿಗೂ ನಾಲ್ಕೂವರೆ ಲಕ್ಷ ರೂಪಾಯಿ ವೆತ್ಯಾಸವಿದೆ. ಇದರಿಂದ ಕಾರ್ಪೊರೇಷನ್ನಿಗೆ ನಷ್ಟವಾಗುತ್ತದೆ ಎಂಬ ಭಿಪ್ರಾಯವಿದೆ. ಈ ಸಭೆಯಲ್ಲಿ ಈ ವಿಷಯ ೨೪ನೆಯ ತಾರೀಖು ಚರ್ಚೆಯಾಗಿದೆ. ಅದೇ ತಿಮಷ ಕಾರ್ಪೊರೇಷನ್ ಕೊಡಲು ಕಾರಣವೇನು ? ಎಂದು ಎಗ್ಜಾಮಿನ್ ಮಾಡಿಸುವುದಾಗಿ ತಾವು ಉತ್ತರ ಹೇಳಿದ್ದೀರಿ. ಅಂದು ನಾನು ಸಭೆಯಲ್ಲಿರಲಿಲ್ಲ. ಪತ್ರಿಕೆಯಲ್ಲಿ ವರದಿಯಾಗಿರುವ ಪ್ರಕಾರ ತಾವು ಪರಿಶೀಲನೆ ಮಾಡಿಸುವುದಾಗಿ ಹೇಳಿದ್ದೀರಿ. ಹಾಗೆ ಹೇಳಿದಾಗ ೪ ದಿವಸ ಕಾರ್ಪೊರೇಷನ್ನಿಂದ ಒಪ್ಪಿಗೆಪತ್ರ ಪಡೆಯುತ್ತಿದ್ದಕ್ಕಿಂತ ಬಲವಾದ ಕಾರಣವೇನು ?

ಶ್ರೀ ಕೆ.ಎಚ್. ರಂಗನಾಥ್ —ಕಾರ್ಪೊರೇಷನ್ ಬೋರ್ಡ್ ಮೀಟಿಂಗಿನಲ್ಲಿ ಒಪ್ಪಿಗೆಯಾಗಿರುವುದರ ೧೫ನೆಯ ತಾರೀಖು ಕೊಡ ಬಹುದಾಗಿತ್ತು. ಏಕೆ ಹಾಗೆ ಮಾಡಲಿಲ್ಲ ಎಂದು ಕೇಳುವರು. ಇದಕ್ಕೆ ಬಹಳ ಎಗ್ಸಾಸ್ಟಿವ್ ಆಗಿ ಎಕ್ಸ್‌ಪ್ಲನೇಷನ್ ಸಭೆಯ ಮುಂದಿಟ್ಟಿದ್ದೇನೆ. ರಿಜಿಸ್ಟರ್ಡ್ ಪೋಸ್ಟಿನಲ್ಲಿ ಬಂದಿಲ್ಲ ಎಂದು ಹೇಳುತ್ತಾರೆ. ಅದು ಅಂಥ ಮುಖ್ಯವಾದ ಕಾರಣವೇನೂ ಅಲ್ಲ. ಏಕೆಂದರೆ ಅದನ್ನು ತೆಗೆದಾಗ ಅಲ್ಲಿ ಇದ್ದ ಜನರು ಸಂಶಯ ವ್ಯಕ್ತಮಾಡಲಿಲ್ಲ. ಅಲ್ಲದೆ ಏನೂ ಮ್ಯಾನಿಪ್ಯುಲೇಷ್ ಮಾಡಿಲ್ಲ ಫ್ಯಾಕ್ಟ್ಸ್ ಇದಿದೆ ಬೆ ಎಂಡರ್‌ನಲ್ಲಿ ಒಪ್ಪಿಗೆಯಾಗಿದೆ. ೨೪ನೆಯ ತಾರೀಖಿಂ ಡಿಮ್ಯಾಂಡ್ ಬಾಹಂ, ಇಲ್ಲಿ ಹೇಳಿಕೆ ಕೊಟ್ಟೆ. ಕಾರ್ಪೊರೇಷನ್‌ನವರು ಒಪ್ಪಿಗೆ ಪತ್ರ ಕೊಟ್ಟಿದಾರೆ. ಈ ವಿಚಾರದಲ್ಲಿ ಸಂಶಯ ಪಡುವುದಕ್ಕೆ ಅವಕಾಶವಿಲ್ಲ.

ಶ್ರೀ ಎಚ್. ಡಿ. ದೇವೇಗೌಡ .—ಈ ಸಭೆಯಲ್ಲಿ ಹೇಳಿದಮೇಲೂ ಕೂಡ ಆ ದಿವಸ ಸಾಯಂಕಾಲ ಡೆಲಿವರಿ ತೆಗೆದುಕೊಂಡರು. ನಾಲ್ಕುವರೆ ಲಕ್ಷ ರೂಪಾಯಿ ನಷ್ಟವಾಗಿದೆ. ಹೊಸದಾಗಿ ಟೆಂಡರ್ ಕರೆಯಬಹುದಾಗಿತ್ತು. ಸೀಲ್ಡ್ ಟೆಂಡರ್ ರಿಜಿಸ್ಟರ್ಡ್ ಪೋಸ್ಟಿನಲ್ಲಿ ಬಂದಿಲ್ಲ. ೨೪ನೆಯ ತಾರೀಖು ಚರ್ಚೆಯಾಗಿದೆ. ಆದೇ ದಿವಸ ಸಂಜೆ ತರಾತುರಿಯಲ್ಲಿ ಕೊಟ್ಟಿದ್ದೇಕೆ ?

ಶ್ರೀ ಕೆ. ಎಚ್. ರಂಗನಾಥ್ .—ನಾನು ಆ ದಿವಸ ಈ ಸಭೆಯಲ್ಲಿ ಇರ್‌ರೆಗ್ಯುಲ್ಯಾರಿಟೀಸ್ ಇದ್ದರೆ ತನಿಖೆ ಮಾಡಿಸುತ್ತೇನೆಂದು ಹೇಳಿದೆ. ಈ ದಿವಸ ಕೂಡ ಕಾನೂನು ಪ್ರಕಾರ ಆಗದೆ ಆಗಬಾರದ್ದು ಆಗಿದ್ದರೆ ತನಿಖೆ ಮಾಡಿಸೋಣ. ಏಪ್ರಿಲ್ ೧೫ರಂದು ಟೋರ್ಡಿನ ನಿರ್ಣಯವಾಗಿದೆ, ಅಲ್ಲಿ ಚರ್ಚೆಯಾಗಿಲ್ಲ. ಕೆನರಾ ಏಜೆನ್ಸಿದು ವ್ಯಾಲಿಡ್ ಟೆಂಡರ್‌ಆಗಿಲ್ಲ, ಅವರು ಡಿಪಾಸಿಟ್ ಕಟ್ಟಿಲ್ಲ. ಈ ದಿವಸ ಕೂಡ ಸರಿಯಾಗಿಲ್ಲವೆಂದರೆ ಪರಿಶೀಲಿಸಲು ಅಭ್ಯಂತರವಿಲ್ಲ. ೨೪ರಂದು ಒಬ್ಬಿಗೆ ಪತ್ರ ಹೋಗಿದೆ ನಾನೂ ಉತ್ತರ ಹೇಳಿದ ನಂತರ ಹೋಗಿದೆ ಎಂದು ಹೇಳುವುದು ಸರಿಯಲ್ಲ. ನಾನು ೬ ಗಂಟೆಗೆ ಉತ್ತರ ಕೊಟ್ಟೆ, ೭ ಗಂಟೆ ಮೇಲೆ ಹೋಗಿದೆ ಎಂದು ಹೇಳುವುದು ಅಷ್ಟು ಸರಿಯಲ್ಲ. ಅದು ಕೊಯಿನ್ಸಿಡೆನ್ಸ್ ಇರಬಹುದು. ಇಲ್ಲಿ ನಿವರ ಕೊಟ್ಟಮೇಲೆ ಹೀಗೆ ಹೇಳುವುದು ಸರಿಯಲ್ಲ. ಅಡ್ವೊಕೇಟ್ ಜನರಲ್‌ರವರ ಅಭಿಪ್ರಾಯವನ್ನೂ ನೋಡ ಬಹುದು.

ಶ್ರೀ ಎಚ್. ಡಿ. ದೇವೇಗೌಡ .—ರೀಟೆಂಡರ್ ಕರೆದಿದ್ದರೆ ಅನಾಹುತವೇನಾಗುತ್ತಿತ್ತು ?

ಶ್ರೀ ಕೆ. ಎಚ್ ರಂಗನಾಥ್ .—ಅಡ್ವೊಕೇಟ್ ಜನರಲ್‌ರವರ ಅಭಿಪ್ರಾಯ ತೆಗೆದುಕೊಳ್ಳಲಾಗಿದೆ. ವ್ಯಾಲಿಡ್ ಟೆಂಡರ್ ಎಂದು ಅವರು ಹೇಳಿದ್ದಾರೆ, ಯಾರನ್ನೂ ನಂಬದಿದ್ದರೆ ಹೇಗೆ ?

ಶ್ರೀ ಎಚ್. ಡಿ. ದೇವೇಗೌಡ .—ಅದನ್ನು ನಾನು ಒಪ್ಪುತ್ತೇನೆ. ಆದರೆ ಅದನ್ನು ರಿಜೆಕ್ಟ್ ಮಾಡ ಬಾರದು ಎಂದೇನೂ ಹೇಳಿಲ್ಲ. ಟೆಂಡರ್ ನೋಟಿಫಿಕೇಷನ್ನಿನ ಶರತ್ತಿನ ಪ್ರಕಾರ ವ್ಯಾಲಿಡ್ ಟೆಂಡರಾಗ ಬೇಕಾದರೆ ಅಕ್ನಾಲೆಡ್ಜ್‌ಮೆಂಟ್ ರಿಜಿಸ್ಟರ್ಡ್ ಪೋಸ್ಟಿನಲ್ಲಿ ಕಳಿಸಬೇಕಾಗಿತ್ತು. ಆದರೆ ಹಾಗೆ ಮಾಡದೆ ಕೈಯಲ್ಲಿ ತಂದುಕೊಟ್ಟರುವುದರಿಂದ ಅನುಮಾನ ಬರುವುದು. ಇದು ಓಪನ್ ಟೆಂಡರ್. ಯಾರು ಏನು ಬೇಕಾದರೂ ಮಾಡಬಹುದು. ಅದನ್ನು ತಿರಸ್ಕಾರ ಮಾಡಬಹುದಾಗಿತ್ತು, ಬೇರೆ ಟೆಂಡರ್ ಕರೆಯಂ ಬಹುದಾಗಿತ್ತು. ಬ್ಯಾಂಕ್ ಗ್ಯಾರಂಟಿ ಇಲ್ಲ; ಇನ್ ಕಂಟ್ಯಾಕ್ಟ್ಸ್ ಸರ್ಟಿಫಿಕೇಟ್ ಮುಂತಾದ್ದಿಲ್ಲವೆಂದು ಹೇಳುತ್ತಿದ್ದಾರೆ. ರೀಟೆಂಡರ್ ಕರೆದಿದ್ದರೆ ಆಗುತ್ತಿದ್ದ ಅನಾಹುತವೇನು ? ಇಷ್ಟಲ್ಲ ಕಸರತ್ತು ಮಾಡಿ, ಅಡ್ವೊಕೇಟ್ ಜನರಲ್ ಅವರಿಗೆ ಕಳುಹಿಸಿ ಇದೆಲ್ಲ ಏಕೆ ಮಾಡಬೇಕಾಗಿತ್ತು ? ಅದಕ್ಕೆ ಬದಲಾಗಿ ರೀಟೆಂಡರ್ ಕರೆದಿದ್ದರೆ ಯಾರೋ ಬರುತ್ತಿದ್ದರು. ಈ ಸಭೆಯ ಆರು ಜನ ಮಾನ್ಯ ಸದಸ್ಯರು ಬರೆದಿದ್ದಾರೆ, ಅದರ ಬಗ್ಗೆ ವಿಚಾರಣೆ ನಡೆಸುತ್ತೇವೆ ಎಂದು ಹೇಳಿದ್ದಾರೆ. ಇಷ್ಟಾದರೂ ರೀಟೆಂಡರ್ ಕರೆಯದಿರಲು ಇದ್ದ ಮಹತ್ತರವಾದ ಸಕಾರಣಗಳೇನು ?

ಶ್ರೀ ಕೆ. ಎಚ್. ರಂಗನಾಥ್ —ಯಾವುದೋ ಒಂದು ಸಣ್ಣ ಪುಟ್ಟ ಕಾರಣಕ್ಕಾಗಿ ರೀಟೆಂಡರ್ ಮಾಡುವಂಥ ರೀತಿಯಲ್ಲಿ ಹೋದರೆ ಕೆಲಸವನ್ನೇ ಮಾಡುವುದಕ್ಕಾಗುವುದಿಲ್ಲ. ಆದೂ ಅಲ್ಲದೆ ಟೆಂಡರ್ ಹಾಕಿದ್ದವರೆಲ್ಲರೂ ಕೂಡ ಅಲ್ಲಿಯೇ ಇದ್ದರು. ಮಾನ್ಯ ವಿರೋಧ ಪಕ್ಷದ ನಾಯಕರು ಏನು ಆಕ್ಷೇಪಣೆಯನ್ನು ಎತ್ತಿದ್ದಾರೆ ಆ ರೀತಿಯಾಗಿ ಯಾವ ಟೆಂಡರುದಾರರೂ ಎತ್ತಲಿಲ್ಲ.

ಅಧ್ಯಕ್ಷರು. —ಮಾನ್ಯ ಆರೋಗ್ಯ ಮಂತ್ರಿಗಳು ಬೇಡಿಕೆಗಳ ಮೇಲಿನ ಚರ್ಚೆಗೆ ಉತ್ತರ ಕೊಡಬಹುದು.

Insisting the Chief Minister to make a statement about misuse of Cement and Iron meant for the Harijan Hostels under Construction at Bangalore.

ಶ್ರೀ ಕೋಣಂದೂರು ಲಿಂಗಪ್ಪ.—(ತೀರ್ಥಹಳ್ಳಿ) ಅಧ್ಯಕ್ಷರೇ, ನಾವು ಎರಡು ದಿವಸದ ಹಿಂದೆ,.....

ಅಧ್ಯಕ್ಷರು .—ನಿನ್ನೆ ಮಾಡಬೇಕಾಗಿದ್ದ ಉತ್ತರ ಈ ಹೊತ್ತು ಮಾಡಲು ಹಾಕಿಕೊಳ್ಳಲಾಗಿದೆ. ಕೈಗಾರಿಕಾ ಇಲಾಖೆಗೆ ಸಂಬಂಧಪಟ್ಟ ಬೇಡಿಕೆಗಳಿವೆ. ಈಗ ಎರಡು ದಿವಸದ ಹಿಂದೆ ಕಳುಹಿಸಿದೆ ಮೂರು ದಿವಸದ ಹಿಂದೆ ಕಳುಹಿಸಿದ್ದೆ ಎಂದು ಹೇಳುತ್ತ ಹೋದರೆ ಹೇಗೆ ?